

Los Angeles County Board of Supervisors

November 19, 2013

County of Los Angeles

500 West Temple Street

Los Angeles, California 90012

The Honorable Board of Supervisors

383 Kenneth Hahn Hall of Administration

Gloria Molina First District

Mark Ridley-Thomas Second District

> Zev Yaroslavsky Third District

> > Don Knabe Fourth District

Michael D. Antonovich Fifth District

Mitchell H. Katz, M.D.

Hal F. Yee, Jr., M.D., Ph.D. Chief Medical Officer

Christina Ghaly, M.D. Deputy Director, Strategic Planning

tonovich Dear Supervisors:

APPROVAL TO ENTER INTO AN EQUIPMENT LOAN AGREEMENT WITH THE CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE (SUPERVISORIAL DISTRICT 2 AND 5) (3 VOTES)

CUD IE

www.dhs.lacounty.gov

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To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.



SUBJECT

Request delegated authority to enter into a Proposition 1D Telemedicine Equipment Loan Agreement for the use of five Topcon NW8 Retinal Cameras provided by the Charles R. Drew University of Medicine and Science acting on behalf of its Drew-UCLA Medical Education Program; and request delegated authority to execute as needed future amendments.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Delegate authority to the Director of Health Services (Director) or his designee, to execute a Proposition 1D Telemedicine Equipment Loan Agreement with Charles R. Drew University of Medicine and Science (CDU) acting on behalf of its Drew-UCLA Medical Education Program (Drew-UCLA), for the use of five Topcon NW8 Retinal Cameras (Retinal Cameras) including limited warranty coverage until June 6, 2016, valued in total at \$122,665 at no cost to the County, for an initial agreement term of five years, effective upon execution by both parties, with a provision for five automatic one-year renewal extensions for a potential total term of ten years.
- 2. Delegate authority to the Director or his designee, to execute future amendments to the Agreement, to: (1) add, delete, and/or change provisions as may be required by law or Board policy; (2) change non-substantive

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administrative terms; and (3) add, delete, or move equipment to a new location.

3. Instruct the Executive Officer, Board of Supervisors, to prepare and send a letter of appreciation for the generous loan and use of this equipment (Attachment I).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Director or his designee of the Department of Health Services (DHS) to execute a Proposition1D Telemedicine Equipment Loan Agreement, substantially similar to Exhibit I, with CDU acting on behalf of Drew-UCLA for the use of five Retinal Cameras at four DHS facilities: Harbor-UCLA Medical Center (H-UCLA MC), Hubert H. Humphrey Comprehensive Health Center (HHH CHC), Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC), and Olive View-UCLA Medical Center (OV-UCLA MC).

Proposition 1D, approved by California voters in November 2006, provides CDU funding for capital improvements that expand and enhance medical education programs with an emphasis on telemedicine aimed at developing high-tech approaches to healthcare. CDU has determined that using Proposition 1D funding for furnishing telemedicine equipment to medically underserved areas fulfills the intent of Proposition 1D. A successful proposal was submitted by the current DHS Director of Ophthalmology and Eye Programs to the UCLA Dream Fund, a transformative donor-advised fund started with the goal of helping address some of society's most challenging problems. Via the David Geffen School of Medicine at UCLA and CDU, the proposal was selected for funding because of its ability to significantly improve health care for those most in need while falling under the Proposition 1D umbrella. This Loan Agreement is a result of that award. The DHS facilities identified are in medically underserved areas and therefore are eligible to benefit from the Proposition 1D funding.

The Retinal Cameras will be used for teleretinal screening of diabetic patients who require monitoring for diabetic retinopathy which is the leading cause of blindness among working-age Americans. The Retinal Cameras will increase the ability for DHS to perform teleretinal screening in the primary care setting and are expected to help increase access to specialty care services. Teleretinal screening can eliminate the need for a separate visit to an ophthalmologist for patients with minimal disease therefore allowing for expedited treatment for those with the greatest need.

Approval of the second recommendation will allow the Director or his designee to execute amendments to the Agreement, to (1) add, delete, and/or change provisions as may be required by law or Board policy; (2) change non-substantive administrative terms; and (3) add, delete, or move equipment to a new location. The ability to make the aforementioned changes expeditiously will ensure uninterrupted screening of diabetic retinopathy and increased access to specialty care.

Approval of the third recommendation will acknowledge CDU's generous loan and use of the Retinal Cameras.

Implementation of Strategic Plan Goals

The recommended action(s) support(s) Goal 1, Operational Effectiveness, of the County's Strategic Plan.

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FISCAL IMPACT/FINANCING

The cost of the installation of the Retinal Cameras as well as limited warranty coverage until June 6, 2016 will be covered by Drew-UCLA. On or before June 7, 2016, DHS is required to obtain an appropriate maintenance agreement for the remainder of the term of the loan Agreement at an estimated annual cost of \$4,000 (H-UCLA MC \$1,600, HHH CHC \$800, MLK MACC \$800, and OV-UCLA MC \$800), which will be processed through a Purchase Order and funded within DHS' existing budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Retinal Cameras will remain, at all times throughout the term of the loan Agreement, the property of CDU.

Either party may terminate this loan Agreement without cause upon ninety days' prior written notice to the other party.

The loan agreement contains a limitation of liability provision which states that Drew-UCLA has no liability for any loss arising from the County's use of the Retinal Cameras. DHS has limited resources to upgrade DHS-owned older retinal cameras in use and/or purchase new ones. The minimal risk that County will be assuming by accepting the use of the new Retinal Cameras from Drew-UCLA is far outweighed by the benefits for diabetic patients at risk for blindness by ensuring continued efficient screening of diabetic retinopathy and increasing access to specialty care.

County Counsel has reviewed and approved Exhibit I as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will help maintain the quality of health care delivered by DHS.

CONCLUSION

Attached for your consideration is a draft letter thanking CDU for the generous loan and use of equipment.

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Respectfully submitted,



Mitchell H. Katz, M.D.

Director

MHK:es

Enclosures

c: Chief Executive Office County Counsel Executive Office, Board of Supervisors November 19, 2013

Richard W. Lindstrom, MA Director, Institutional Research and Effectiveness Charles R. Drew University of Medicine and Science 1731 E. 120th St. Los Angeles, CA 90059

Dear Mr. Lindstrom:

At its meeting held on November 19, 2013, the Los Angeles County Board of Supervisors delegated authority to the Department of Health Services to enter into the Proposition 1D Telemedicine Equipment Loan Agreement with the Charles R. Drew University of Medicine and Science, acting on behalf of its Charles Drew-UCLA Medical Education Program, for the use of five Topcon NW8 Retinal Cameras with limited warranty coverage until June 6, 2016 valued in total at \$122,665. This equipment loan will greatly benefit patients at Harbor-UCLA Medical Center, Hubert H. Humphrey Comprehensive Health Center, Martin Luther King, Jr. Multi-Service Ambulatory Care Center, and Olive View-UCLA Medical Center.

The Board members have requested that I express their appreciation to you for this generous loan and use of this equipment.

Very truly yours,

Sachi A. Hamai Executive Officer, Board of Supervisors

SAH:es

PROPOSITION 1D TELEMEDICINE EQUIPMENT LOAN AGREEMENT

This Proposition	on 1D Telemedicine Equipment Loan Agreement ("Agreement") is entered into as
of this	(the "Effective Date") by and between (i) Charles R. Drew University of
Medicine and	Science ("University"), acting on behalf of its Drew-UCLA Medical Education
Program (" DR	EW-UCLA") and (ii) County of Los Angeles ("Provider").

RECITALS

- A. WHEREAS, Proposition 1D, approved by California voters in November 2006, provides the University funding for capital improvements that expand and enhance medical education programs with an emphasis on telemedicine aimed at developing high-tech approaches to healthcare.
- B. WHEREAS, the University has launched a program called the Community Investment Fund ("**Program**") to provide telemedicine equipment to medically underserved rural communities.
- C. WHEREAS, the University has determined that use of a portion of Proposition 1D funding to furnish telemedicine equipment to certain providers in medically underserved areas is an effective way to fulfill the intent of Proposition 1D.
- D. WHEREAS, Provider is located in a medically underserved area in California and desires to secure the benefits of the Program for its patients.
- E. WHEREAS, Provider wishes to engage DREW-UCLA to (i) assist Provider in securing the equipment requested by Provider to participate in the Program; and (ii) assist Provider in training its personnel and affiliated physicians regarding use of telemedicine equipment.
- F. WHEREAS, DREW-UCLA wishes to utilize Proposition 1D funding to provide the foregoing assistance to Provider.
- G. WHEREAS, the telemedicine equipment will be installed and used at four Provider facilities to enable the screening of retinopathy in the primary care setting thereby improving access to specialty care for Provider patients with the greatest need.
- H. NOW, THEREFORE, University on behalf of DREW-UCLA and Provider (collectively the "**Parties**") agree as follows:

AGREEMENT

Section 1. DREW-UCLA — ACKNOWLEDGEMENTS AND RESPONSIBILITIES

1.1 Equipment

(a) **General.** DREW-UCLA shall, at its own expense, use reasonable efforts to (i) furnish Provider with the equipment listed in Exhibit A ("**Equipment**"), (ii) furnish Provider's personnel with training (via video or other means) regarding use of Equipment, (iii) purchase and maintain

a limited extended warranty to cover defects in material or workmanship of the Equipment until June 6, 2016 ("Limited Warranty"). The Equipment shall be and remain, at all times, the property of University, and upon the termination or expiration of this Agreement for any reason, Provider shall have the obligation to promptly arrange to return the Equipment to DREW-UCLA at Provider's cost.

- (b) **DISCLAIMER.** DREW-UCLA DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE EQUIPMENT AND NECESSARY COMMUNICATIONS LINKS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (c) **Limitation of Liability.** DREW-UCLA shall have no liability for consequential, exemplary, indirect, special, incidental or punitive damages, including loss of profits, revenues, data or use, incurred by Provider or any third party, whether based on contract, tort or any other legal theory, arising out of selection, installation, maintenance, failure to maintain, use, misuse, or malfunction of the Equipment or the communications links utilized by Provider. This limitation of liability does not extend to bodily injury or property damage which arises from and/or caused by the negligence or misconduct of DREW-UCLA.

Section 2. PROVIDER — ACKNOWLEDGMENTS AND RESPONSIBILITIES

2.1 Equipment.

- (a) Provider shall, at its own expense, supply any additional equipment necessary to effectively access its communication link ("Additional Equipment").
- (b) Provider shall maintain a designated technical coordinator ("**Provider Technical Coordinator**") at Provider's facilities to serve as technical liaison with DREW-UCLA to maintain the Equipment.
- (c) Except for what is covered under Limited Warranty, Provider shall be responsible for the full cost of repairing or replacing any and all Equipment that is damaged, destroyed, lost or stolen (collectively, "Loss") from the time Provider assumes custody of the Equipment until it is returned to DREW-UCLA, unless otherwise waived by DREW-UCLA. Provider shall obtain and maintain in full force and effect, a policy of insurance or a comparable program of self-insurance that provides coverage for any such Loss. Such insurance or self-insurance, shall name DREW-UCLA and its directors, officers, agents and employees as additional insured entities with respect to the Equipment. Such policy or self-insurance will provide DREW-UCLA with thirty (30) days' advance written notice of cancellation. The insurance provided by Provider in accordance with this paragraph shall be primary to any coverage available to DREW-UCLA for any such Loss.
- (d) Provider shall be solely responsible for conducting any required testing, evaluation, inspection or calibration of the Equipment provided under this Agreement. In addition, Provider shall be responsible for the maintenance of the Equipment. During the Limited Warranty period provided by DREW-UCLA, Provider shall contact the person DREW-UCLA indicates in Section

- 4.5, Notices, under "For Technical Matters" ("**DREW-UCLA Technician**") to arrange for the provision of services by the Limited Warranty vendor.
- (e) On or before June 7, 2016, the date of Limited Warranty expiration, Provider will obtain an appropriate Maintenance Service Agreement similar in scope to the Limited Warranty and thereafter will continue to be in full force and effect until the expiration or termination of this Agreement. Whenever there is a need for Maintenance Service, Provider will concurrently contact DREW-UCLA Technician to apprise him of the issue and who and how the issues will be resolved. DREW-UCLA Technician will generally be available via telephone during regular business hours. Provider is responsible for providing proof of renewal of Maintenance Agreements to DREW-UCLA.
- (f) Provider shall complete an annual DREW-UCLA questionnaire, upon request, to demonstrate intended use of equipment and frequency of use.
- (g) Use of the Equipment is authorized only for the specific activities and under the conditions described in Exhibit B. Any change to Exhibit B must be by written amendment, signed by both Parties to this Agreement. If Provider does not use the Equipment or uses it in a way for a purpose not authorized by Exhibit B, DREW-UCLA may, at its sole discretion, terminate this agreement with 10 days notice. If the Agreement is terminated under this provision, Provider must cease any further use of the Equipment upon notice of termination, except as necessary for safety reasons.

Section 3. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall be five (5) years commencing upon execution by both parties unless sooner terminated or extended, in whole or in part, as provided in this Agreement. The Agreement shall automatically renew for up to five (5) one (1) year extensions for a potential total Agreement term of ten (10) years. Each one year extension will occur without notice unless or until either party notices the other party in writing that there will be no more extensions, no less than ninety (90) days prior to the expiration date. Upon the expiration or termination of this Agreement for any reason, all Equipment provided by DREW-UCLA shall be returned to DREW-UCLA, specifically to the DREW-UCLA Technician listed in the Notice section below, by Provider at Provider's cost. Provider shall return the Equipment to DREW-UCLA within 30 days after termination or expiration of this Agreement in a reasonably functional state, unless otherwise waived by DREW-UCLA. DREW-UCLA shall take into account the Equipment's age and volume of use on what is reasonable. Provider shall be responsible for making, at its own expense, such arrangements for transportation of the Equipment as may be necessary. Provider warrants that transportation of Equipment shall be in compliance with all applicable State, Federal and local law.

3.2 Termination.

Termination shall include, but not limited to, the following as specified:

(a) **Convenience.** Either party may terminate this Agreement without cause upon ninety (90) days' prior written notice to the other party.

- **(b) Breach.** Either party may terminate this Agreement on thirty (30) days' prior written notice to the other party in the event of a material breach by the other party which has not been cured within the thirty (30) day period. Termination shall be effective upon written notice issued after expiration of the thirty (30) day cure period.
- (c) **Insolvency.** Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party after the occurrence of any of the following events:
- (1) the other party becomes insolvent (for purposes of this Agreement, "insolvent" shall mean that the party is generally not paying its debts as such debts become due unless such debts are the subject of a bona fide dispute); or
 - (2) a receiver is appointed for the assets of the other party; or
 - (3) an assignment is made by the other party for the benefit of its creditors; or
- (4) any relief is taken or suffered by the other party as debtor under any bankruptcy or insolvency act and such proceeding has not been dismissed in sixty (60) days.
- (d) **Illegality.** University and Provider shall have the mutual right to terminate this Agreement upon notice to other party in the event that (1) Either party or any person with an ownership interest or in a management position within either party is excluded from participation in federal or state health care programs, debarred from receipt of federal or state funds, or convicted of a crime; or (2) any legislation, regulation or rule is duly passed, adopted or implemented by any federal, state or local government or legislative body or any private agency; or either party receives notice of an actual or threatened decision, finding, or action by any governmental or private agency, court or other third party (whether or not either party to this Agreement is a party to such action), and such legislation, regulation, rule, decisions, finding or action will result in any of the following consequences because of this Agreement or any transactions contemplated herein: (a) materially and adversely affect either party's licensure, tax-exempt status or any accreditation or certification; (b) materially and adversely affect either party's ability to present a bill or claim or to receive payment or reimbursement with respect to any category of services or patients from any federal, state, local governmental or nongovernmental payor; or (c) subject either party to a risk of prosecution, civil monetary penalty or Medicare or Medi-Cal program exclusion.
- (e) **Force Majeure.** Either party may terminate this Agreement in accordance with the provisions of Section 4.9.

Section 4. GENERAL PROVISIONS

- **4.1 Use of Name.** Provider shall not refer to this Agreement or DREW-UCLA's or the University's participation in this Agreement or use DREW-UCLA's or the University's name in any advertising or promotional materials or statements to the public without the prior written approval of DREW-UCLA.
- **4.2 Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be

performed wholly within that state. Venue shall be exclusively in the judicial district encompassing Los Angeles, California.

4.3 Partial Invalidity. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

4.4 Omitted intentionally.

4.5 Notices. All notices which are required or permitted to be given pursuant to this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by electronic facsimile (with a confirmation by certified mail, return receipt requested, placed in the mail no later than the following day), by express courier (such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to a party as indicated below:

DREW-UCLA

Provider

For Contract Matters

Name: Richard Lindstrom

Title: Director, Institutional Research

Address: 1731 E. 120th St.

Los Angeles, CA, 90059

Phone: (323) 563-5832

Email: richardlindstrom@cdrewu.edu

• For Technical Matters

Name: Richard Lindstrom

Title: Director, Institutional Research

Address: 1731 E. 120th St.

Los Angeles, CA, 90059

Phone: (323) 563-5832

Email: richardlindstrom@cdrewu.edu

• For Contract Matters

Name: Kathy Hanks, C.P.M.

Title: Director, Contracts and Grants Division

Address: 313 N. Figueroa Street

Los Angeles, CA 90012

Phone: (213) 240-7819

Email: khanks@dhs.lacounty.gov

For Technical Matters

Name: Elizabeth Southern

Title: Teleretinal Screening Initiative Program

Coordinator

Address: 5850 S. Main Street

Los Angeles, CA 90003

Phone: 323-846-4282; 626-673-0352 (cell) Email: esouthern@dhs.lacounty.gov

Notice shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or transmitted by electronic facsimile and, as to communications made by United States mail, on the third day after mailing (so long as the mailing was made in a metropolitan area in the State of California). The above addresses may be changed by giving notice of such change in the manner provided above for giving notice.

4.6 Assignability. No party to this Agreement may assign the Agreement, assign rights under the Agreement, or delegate duties under the Agreement without the prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

- **4.7 Construction and Agreement.** Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances, including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.
- **4.8 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- **4.9 Force Majeure.** Neither party hereto shall be liable for any delay or failure in the performance of any obligation under the Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement shall be third-party communication network outages (such as satellite malfunctions or failures) beyond the control of either party, Acts of God, fire, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order or control of, or insistence by any governmental or military authority. The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof. The existence of such contingencies shall justify the suspension of performance hereunder by either party; provided, however, that if such period of delay shall exceed sixty (60) days from the date of such notice, either party shall have the right to terminate this Agreement.
- **4.10 Insurance.** Provider warrants that it shall maintain during the term hereof a policy of insurance or a comparable program of self-insurance with minimum coverage as follows:
 - (a) General Liability: Comprehensive or Commercial Form (Minimum Limits)

1)	Each Occurrence	\$1,000,000
2)	Products, Completed Operations Aggregate	\$2,000,000
3)	Personal and Advertising Injury	\$1,000,000
4)	General Aggregate (BI, PD)*	\$2,000,000

(not applicable to comprehensive form)

However, if such insurance is written on a claims-made form following termination of this Agreement, coverage shall survive for a period no less than three years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

- **(b)** The above coverage must name Charles R. Drew University of Medicine and Science as an additional insured. This provision shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party and any person or persons under the non-University party's direct supervision and control.
 - (c) Workers' Compensation as required under California State Law.

- **4.11 Continuing Cooperation.** Throughout the term of this Agreement, the parties shall cooperate in good faith and agree to perform any and all tasks which are reasonably necessary for the performance of this Agreement.
- **4.12 Exhibits and Amendments.** All Exhibits are incorporated into this Agreement as part of the Agreement. This Agreement and its Exhibits may only be amended in writing and upon the approval of authorized officers of both Parties.
- **4.13 Integration.** This Agreement sets forth the entire understanding between the parties relating to the transactions it contemplates, and supersedes all prior understandings relating to such transactions, whether oral or written. Any prior oral representations or modifications concerning this Agreement shall be of no force and effect, unless attached to this Agreement as a written amendment that is executed or initialed by the parties.
- **4.14 Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.
- **4.15 Third Party Beneficiaries.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and the respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
- **4.16 Authorized Representatives.** Each of the persons signing below represents and warrants to the other party that he/she is duly authorized to sign this Agreement and that upon his/her execution of this Agreement, this Agreement is a binding obligation of the party on whose behalf the person executes this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

County of I as Angeles

Charles D. Drevy University of Medicine

and Science	County of Los Angeles			
Signed: By: Daphne Calmes, M.D.	Signed:By: Mitchell H. Katz, M.D.			
Title: Interim Dean, College of Medicine	Title: Director of Health Services			
Date:	Date:			
	APPROVED AS TO FORM:	SFI		

EXHIBIT A

Equipment Furnished by DREW-UCLA and Estimated Cost

Quantity	S/N (CDU Tag)	Specific Unit	Estimated Cost	Total	Date of Purchase
2	033227 (12772)	TOPCON TRC-NW8 NON-	\$21,900	\$43,800	6/7/2013
	033227 (12772)	MYDRIATIC RETINAL	ea.	Ψ+3,000	0/7/2013
	05525 (12775)	CAMERAS (Harbor-UCLA	- Cu.		
		MC)			
1	033217 (12774)	TOPCON TRC-NW8 NON-	\$21,900	\$21,900	6/7/2013
	, ,	MYDRIATIC RETINAL	,	,	
		CAMERAS (HHHCHC)			
1		TOPCON TRC-NW8 NON-	\$21,900	\$21,900	6/7/2013
	033224 (12775)	MYDRIATIC RETINAL			
	, ,	CAMERAS (MLK MACC)			
1	033216 (12776)	TOPCON TRC-NW8 NON-	\$21,900	\$21,900	6/7/2013
		MYDRIATIC RETINAL			
		CAMERAS (Olive View-			
		UCLA MC)			

EXHIBIT B

AUTHORIZED PURPOSE AND USE OF EQUIPMENT

- 1. Equipment is being provided primarily for the purpose of fulfilling the intent of Proposition 1D, Community Investment Fund, which provides equipment for medical and educational opportunities to medically underserved communities.
- 2. Under the conditions of this Agreement, Provider may enter into a separate contract for telemedicine services with University on behalf of DREW-UCLA or sources other than DREW-UCLA, utilizing the Equipment to access such services.
- 3. Equipment shall be stored in a secured location at the Provider facilities to prevent as far as possible, any damage, destruction, loss or theft of said equipment.
- 4. Equipment shall not be transported to or installed at any facility, other than the facility listed in Exhibit A. The addresses of the respective facilities are listed below:

Facility Name: Harbor-UCLA Medical Center

Facility Address: 1000 W. Carson Street

Torrance, CA 90502

Facility Name: Hubert H. Humphrey Comprehensive Health Center

Facility Address: 5850 S. Main Street

Los Angeles, CA 90003

Facility Name: Martin Luther King, Jr. Multi-Service Ambulatory Care Center

Facility Address: 12021 South Wilmington Avenue

Los Angeles, CA 90059

Facility Name: Olive View-UCLA Medical Center

Facility Address: 14445 Olive View Drive

Sylmar, CA 91342